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ABSTRACT

This collective bargaining agreement between the Board of Education of the City of Grand Rapids and the Faculty Council of the Grand Rapids Junior College covers the academic year 1973-74. Articles of the agreement cover the preamble, recognition, faculty members' rights, board of education rights, council-administration communication, general working conditions, salary and benefits, leave of absence without pay, leave of absence with pay, grievance procedure, no strike clause, layoff-new positions, miscellaneous provisions, negotiations procedure, and duration of contract. Appendices include 1973-74 calendar, 1974-75 calendar, 1973-74 salary schedule, 1973-74 remunerations, and extracurricular remunerations. (MJM)

ED 086143

COLLECTIVE BARGAINING AGREEMENT

between

THE BOARD OF EDUCATION

of the City of

GRAND RAPIDS

and

THE FACULTY COUNCIL OF THE

GRAND RAPIDS JUNIOR COLLEGE

1973----------1974

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COLLECTIVE BARGAINING AGREEMENT

This collective bargaining agreement entered into the 20th day of August, 1973, by and between the BOARD OF EDUCATION OF THE CITY OF GRAND RAPIDS, a school district of the second class hereinafter referred to as the "BOARD", and the FACULTY COUNCIL OF THE GRAND RAPIDS JUNIOR COLLEGE, an unincorporated association hereinafter referred to as the "COUNCIL".

ARTICLE I

PREAMBLE

The Board and the Council recognize their mutual obligations pursuant to Act 379 of the Public Acts of 1965 to bargain collectively with respect to hours, wages, and terms and conditions of employment. Both parties have entered into and conducted extended and good faith negotiations where each party has had the right and opportunity to make demands and proposals with regard to all bargainable subjects. Agreement has been reached between the parties hereto including formal ratification of the terms hereof by the governing body of the Board of Education of the City of Grand Rapids and by the Junior College Faculty represented by the Council.

ARTICLE II

RECOGNITION

A. The Board recognizes the Council as the exclusive bargaining representative for the Grand Rapids Junior College teaching faculty including day, evening, and summer college including librarians and counselors (hereinafter called the "faculty" or "faculty members"). Personnel in the high school evening program, the apprentice program, the community service and/or continuing education program, the Dean of the College, Assistant Deans, Registrar and Director of Institutional Research, Director of Admissions and Financial Aids, Business Coordinator, Director of Counseling, Director of Student Placement, Director of Library Services, Director of Student Activities, Director of Women's Programs, and any subsequent administrative positions created by the Board are hereby excluded.

B. The Board agrees not to negotiate with any other labor representative concerning salary, hours, or working conditions for the duration of this Agreement with respect to employees included in the bargaining unit. Nothing contained herein, however, shall be construed to prevent any individual faculty member

from presenting a grievance and having the grievance adjusted without intervention of the Council, if the adjustment is not inconsistent with the terms of this Agreement, and provided that the Council has been given an opportunity to be present at such adjustment.

C. The Board shall not negotiate with an individual or individuals to change the hours, wages, and/or conditions of employment of the faculty which are incorporated in this Agreement.

ARTICLE III

FACULTY MEMBERS' RIGHTS

A. Every faculty member shall have the right freely to organize, join, and support the Council for the purpose of engaging in collective bargaining and other lawful activities for mutual aid and protection. The Board will not discriminate against any faculty member or faculty members with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Council, their participation in any lawful activities of the Council, or their institution of any grievance, complaint, or proceeding under this Agreement with respect to any term or condition of employment.

B. The Council and faculty shall have the right to use Junior College building facilities at reasonable times and hours for meetings when such buildings are open and operating staff is on duty. Such use shall be arranged through the Assistant Dean of Instruction or the Assistant Dean of Continuing Education. The Council may also use office equipment, but not supplies, located at the Junior College buildings at reasonable times but not to interfere with the Board's use of the Junior College. The Council may post proper Council notices on any bulletin board ordinarily designated for Council use and use the Board's inner-school mail system. The Board will lease to the Faculty Council office space, at a rate agreed to by the Board and the Faculty Council, at such time the Board deems space is available.

C. The Board agrees to furnish to the Council, in response to reasonable requests, all available information in the form it is maintained by the Board for public use concerning the financial resources of the district, tentative budgetary requirements, and allocations as will assist the Council in developing proposals and in processing any grievance or complaint.

D. TENURE

1. The parties agree that the Teacher Tenure Act shall be applied in cases of demotion and discharge according to its terms. For faculty members who have tenure according to the terms of the Teacher Tenure Act, but for whom the State Tenure Commission will grant no hearing, demotions and discharge will be handled the same as for other faculty members except for the provision for appeal to the State Tenure Commission. Any faculty member with tenure who is unable to appeal to the State Tenure

Commission shall, as a substitute for such an appeal, be entitled to arbitration as provided by this contract; but the arbitrator shall, to the extent possible, act as if he were sitting on the State Tenure Commission and shall render his decision on the same basis and using the same standards as those applied by the State Tenure Commission. This section shall apply to all Junior College faculty members with tenure as that term is defined under the Teacher Tenure Act and also to those faculty members who are not certified according to the terms of the Act but would have tenure under the Act if they were so certified.

2. A faculty member who is transferred to the Junior College faculty from another position in the Grand Rapids School System will be on a trial basis as a Junior College faculty member for two years. During that trial period, the faculty member may be assigned to a non-Junior College faculty position at any time.

E. On the dates of the Board's regular meetings, a copy of the Agenda with all normal attachments shall be provided for the Council at such meetings. A copy of the approved minutes of Board meetings may be secured by the Council within ten (10) days after the date the minutes were approved. The Council shall be recognized for presentations as a part of the Agenda at all regular Board meetings.

F. Members of the bargaining unit who by arrangement between Council and college administration participate during working hours in conferences and meetings with the Board or its representatives which involve or derive from this collective bargaining agreement shall suffer thereby no loss in pay.

G. The Board shall not exercise control of the activities of faculty members except within teaching assignments. When the faculty member speaks or writes as a citizen, he shall be free from administrative and institutional censorship and discipline. The faculty member bears a responsibility to clarify the fact that he speaks as an individual and not on behalf of the institution.

H. The faculty member is entitled to freedom in the discussion of his subject, but he should not introduce into his teaching controversial matter which has no relation to his subject. The faculty member must also recognize that the student should be free to take reasoned exception to the data or views offered and to reserve judgment about matters of opinion. The presence of any communication device during the meeting of a class shall be subject to the faculty member's permission.

ARTICLE IV

BOARD OF EDUCATION RIGHTS

A. The Council agrees that the Board is legally responsible for the operation of the entire school system including the Junior College within the boundaries of the School District of the City of Grand Rapids.

B. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States.

C. Terms and conditions of employment and other rules and regulations concerning faculty conduct not provided for in this Agreement will be governed by the applicable rules and regulations of the Board presently in effect.

D. The Board discharges its managerial rights and authority via the Administrative Staff. The Board's responsibilities include, without being limited to, the establishment of education policies; the construction, acquisition, and maintenance of school buildings and equipment; the hiring, transfer, assignment, supervision, discipline, promotion, and termination of teachers. The Board and Administrative Staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law. No actions shall violate any of the express terms of this Agreement. The Board, prior to the effective date of any change in the rules and regulations, which directly affect faculty members, shall give the Council reasonable notice (45 days) of such change.

ARTICLE V

COUNCIL--ADMINISTRATION COMMUNICATION

The parties recognize the valuable assistance to be gained from effective communication between the Council and the Board. Accordingly, it is agreed that the Board's representatives including college administration and the Council will meet periodically to discuss problems of mutual concern to the parties. Such meetings, and agenda therefore, will be called by agreement between the Associate Superintendent of Employee Relations and the Chairman of the Council whenever such a meeting is desired by either party.

ARTICLE VI

GENERAL WORKING CONDITIONS

A. 1. The 1973-74 Calendar will be as shown in Appendix A.

2. The 1974-75 Calendar will be as shown in Appendix A-1.

B. The normal work loads* for faculty members for the 1973-74 contract are as follows:

1. Librarians and counselors--35 hours or its equivalent in the 36 week school year.

2. Instructors in the LPN program--55 contact hours or its equivalent in the 44 week program year.

3. All faculty members other than 1 and 2 above--30-32 contact hours or its equivalent in the 36 week school year.

*"Normal work load" is defined as the aggregate of the number of hours assigned a faculty member within a given academic work year within the prescribed limits stated in B1-3. The assignment of a given number of hours in one semester shall not be construed to be a necessary determinant for assignment of hours in a succeeding semester. Overload shall be defined as the aggregate of the number of hours assigned a faculty member beyond his "normal work load". Determination of overload shall be made at the beginning of the second semester.

C. The general working conditions shall be maintained as in effect at the time of the signing of this Agreement except where improvements are provided by the Board. (Alleged violation(s) of this section shall be pursued under the Type A grievance procedure only.)

D. A master seniority list indicating length of satisfactory, continuous full-time service at Grand Rapids Junior College shall be prepared by the appropriate administrators and issued to the Faculty Council no later than 30 days after the beginning of the school year.

E. 1. Faculty members shall not allow unauthorized students in their classes for more than one (1) week from the first date of class.

2. Records of individual student absence and academic performance shall be maintained by each faculty member. To facilitate such record keeping, faculty members will be supplied with appropriate grading and record materials: record book, class list, and grade cards. Faculty will have at least one week's notice prior to submission of appropriate records.

3. No class which is appropriately scheduled shall be dismissed without prior approval of the appropriate administrator (Assistant Dean of Instruction, Assistant Dean of Occupational Education, Assistant Dean of Continuing Education) or his designee.

F. 1. Teaching faculty (full time) shall be on campus a minimum of five (5) office hours per week in addition to their normal day teaching load for student consultation. The faculty member shall be available additional time each week on campus for preparation, attendance at meetings as scheduled by the Dean or his designee or additional activities related to his teaching function.

2. So as to best serve the Students, office hours will be scheduled in units no less than 30 minutes in length, posted, and adhered to by the faculty member. Such schedule shall be submitted to the Instructional Dean upon his request.

G. EVENING COLLEGE AND SUMMER COLLEGE

See Section A of the Memorandum of Understanding between the Board and the Council dated August 20, 1973.

ARTICLE VII

SALARY AND BENEFITS

A. The salaries of faculty members covered by this Agreement shall be set forth in Appendix B and B-1 for the school year 1973-74.

B. The remuneration for teaching in the Junior College summer school program and the Junior College evening school program is shown in Appendix B-1 for 1973-74.

C. The remuneration for all Junior College extracurricular activities shall be set forth in Appendix C of this Agreement.

D. Longevity increments of $150 for service and $150 for advanced training (in accordance with the present Board Rules and Regulations) will be paid upon the beginning of the 18th, 23rd, and 28th year of service. Advanced training shall include:

1. Graduate credit
2. Undergraduate credit
3. Non-credit product service school and non-credit National Science Foundation and National Defense Education Act seminars and workshops as approved under Appendix B-1.

E. Faculty members shall be paid in twenty-six (26) approximately equal payments per year; one (1) every two (2) weeks beginning on September 14, 1973. Faculty members who are appointed following the beginning of the school year shall have their salary spread over the remaining pay periods of that calendar year. Each instructor who is terminating his services at the end of the school year and submits his resignation to the Director of Personnel or each teacher who wishes to be paid in full following completion of the school year and who submits his request to the Director of Personnel for such pay prior to May 1 of that year shall be paid in full no later than the last payday of the fiscal year.

F. INSURANCE

1. The insurance benefit program described below shall continue until changed by mutual agreement between the Faculty Council and the Board.

2. Hospital-Medical - Each full-time instructor is entitled to the insurance benefits described below. Part time (one-half time or more) shall receive benefits pro-rated to the amount of time worked.
   a. Carrier
      (1) Present instructors shall continue to be insured by the carrier which they presently have coverage unless they notify the Board Business Office of a change on or before the last day of the open enrollment periods of the insurance companies.
      (2) New instructors shall make a choice of carriers prior to commencing employment.

(3) No instructor shall change carriers during the remaining duration of this Agreement.

b. Coverage

(1) Hospital-Medical - Blue Cross-Blue Shield Carrier
The Board shall pay the full premium for the Master Medical, $50 Deductible, and Ward Service plan for any teacher who is employed and who qualifies in one of the following classifications:
(a) Employee, spouse and one or more children age 19 and under.
(b) Employee and spouse.
(c) Employee only.
(d) Option plan up to $8.00 of premium per month. Benefits to be formulated by committee and approved by the Board.

(2) Husband and wife, both employed by the Board and pursuant to their qualifications, may select any of the above but shall not receive double coverage.

(3) Each instructor, via payroll deductions, may select other benefits from Blue Cross-Blue Shield pursuant to the insurance carrier's rules and regulations.

3. The Board shall provide a $5,000 death benefit or term life insurance coverage for each faculty member.

4. The additional term life insurance program implemented in 1969-70 shall continue under the following conditions:

a. Must have no less than 75% of the faculty members participating or participation pursuant to the insurance company's policy.
b. Must concur with the insurance carrier's rules and regulations.
c. The rate charged the faculty member, via pay deductions, shall be 40¢ per $1,000 per month - no rebates.

5. The Board shall provide not less than $100,000 liability insurance for each faculty member during the time (hours and days) he is employed by the Board.

G. On or before November 1 of each year, faculty members may sign and deliver to the Board an authorization (the form and administrative procedures thereof to be approved by the Board) for payroll deductions of membership dues of the Council. Such sums shall be deducted in approximately equal amounts each pay day from the regular salaries of all such faculty members during the next ten (10) pay periods and remitted monthly to the council. Payroll deductions will also be available to the faculty members on a mutually agreed basis for the Grand Rapids Teachers' Credit Union, for the purchase of United States Savings Bonds, for the United Community Fund, for the VALIC, MEA, Horace Mann,

TIAA-Cref and Great West Life tax annuity program, and for insurance premiums. The Board shall not be liable for any errors or losses in the administration of this provision unless it is shown that the Board was negligent in the care and handling of the monies involved.

H. JUNIOR COLLEGE TUITION REIMBURSEMENT

Grand Rapids Junior College faculty members, their spouses, retired Junior College faculty members and their spouses who enroll in and complete any courses offered by the college, but not exceeding four (4) credit hours per semester, shall be reimbursed tuition and fees.

I. PARKING

Each faculty member assigned at least one-half load shall be provided free of charge parking space provided he is in need of same and to be used ONLY by the faculty member for that time which he is employed by the Board. In the event the faculty member violates the parking rules established by the Board, this benefit, i.e. free parking, can be cause for revocation for that faculty member.

J. Salaries for part-time faculty members teaching scheduled day division classes shall be pro-rated to the time worked. Sections D, E, F, G, H and I shall not be applicable to faculty members working less than one-half time or to those employed only in the Junior College summer school or evening school.

K. Faculty members requested by the Assistant Dean of Instruction or his designee to instruct classes other than their own scheduled classes and accept such assignment shall be paid on a per hour basis equal to evening school compensation. Reasons for such paid substitutions shall be as follows:

1. Absence due to illness of faculty member or death of family members or friends.
2. Absence due to leave without pay.
3. Absence due to leave with pay when such leave is requested by the administration.
4. Absence due to visitation leave (first two (2) days only).
5. Death of a faculty member until a new appointment is possible.
6. To fill vacancies during the school year until a regular appointment is made.

L. Individual faculty member's salary shall be adjusted at the beginning of each semester in accordance with his degree status provided the faculty member(s) submits the appropriate credentials to the Personnel Director prior to the beginning of the semester.

M. TUITION REIMBURSEMENT FOR JUNIOR COLLEGE INSTRUCTORS

The Board shall reimburse tuition to instructors under the following conditions:

1. Qualifications

   a. Only full-time Junior College tenure instructors may qualify.

b. Instructors on leave of absence without pay for study purposes may qualify provided the instructor is not eligible for other sources of tuition reimbursement.
c. Instructors on leave of absence with pay shall not qualify.
d. Course work may not interfere with the instructor's Junior College assignment. Exception shall only be by approval of the Dean of Instruction.
e. Any instructor eligible to receive tuition reimbursement must return to Board employment prior to payment.

2. Course Approval

a. Request must be made in writing on the form provided by the Board at least ten (10) days prior to the beginning of the course. Such request must include the course number, name and description, date, and the name of the university or college offering the course.
b. Such courses must be college credit or workshop equivalent to credit courses.
c. The courses must be related to the instructor's regular Junior College assignment. The administration judgment on this condition is final and binding and is not subject to the grievance procedure.
d. Approval or disapproval shall be submitted to the instructor in writing.

3. Tuition Reimbursement Rates

a. Courses taken at the University of Michigan, Michigan State University, or Western Michigan University shall be reimbursed the regular tuition rate charged.
b. Courses taken at other institutions shall be reimbursed at the regular tuition rate charged but shall not exceed the highest current rate of the universities referred to in a. above.

4. Maximum Number of Hours Per Fiscal Year (12 months) for Tuition Reimbursement

a. Four (4) semester hours or
b. Six (6) term hours or
c. Combination of the above not to exceed the equivalent of either 4.a. or 4.b.
d. A two-year allotment may be taken simultaneously provided the instructor is enrolled in a course or courses which begin in one fiscal year and terminate in the next fiscal year.

5. Tuition Reimbursement Application Procedure

a. Pre-approval of course by the Superintendent or his designee (see 2., Course Approval) must be obtained.
b. The instructor must satisfactorily complete the course.
c. Submit the tuition receipt to the approving party in a. above for payment authorization.
d. The Business Office shall make payments according to its procedures.

N. TRAVEL EXPENSES

See Section B of the Memorandum of Understanding between the Board and the Council dated August 20, 1973.

O. Credit on the salary schedule beyond five (5) years MAY be granted by the Superintendent to new (incoming instructors) for teaching, industry, business, and/or military experience and service. The Superintendent's decision shall be final and binding.

P. ASSAULT ON AN INSTRUCTOR

1. If an instructor, acting in the line of duty, is assaulted, the incident shall be immediately reported to the Board or its representative.

2. In cases of an assault or injury inflicted by a student on an instructor while the instructor is acting in the line of duty as an employee of the Board, the time lost, if any, by the instructor shall not be charged against the instructor's sick leave and the instructor shall continue to be paid by the Board. When Workmen's Compensation is paid, the Board shall pay the difference between that sum and the instructor's regular salary not to exceed two (2) years.

ARTICLE VIII

LEAVES OF ABSENCE WITHOUT PAY

GENERAL PROVISIONS

1. The Board shall return a faculty member who has been on leave of absence to the same or comparable position, if one exists, or any other position mutually agreed to by the employee and administration.

2. The Board shall re-employ any faculty member returning from an approved leave of absence at the beginning of a school year or at mid-year of the school year.

3. All requests for leave of absence will be applied for and granted or denied in writing. The faculty member must apply for the leave at least sixty (60) days prior to its commencement, except in cases of emergency or urgency.

4. The faculty member must notify the Board, in writing, of his intention to return from such leave at least ninety (90) days prior to the beginning of the spring semester and/or one hundred and twenty (120) days prior to the fall semester. Failure to comply with this condition indicates that the faculty member is automatically resigning from the employment of the Board.

5. No benefits will accrue for any faculty member while on a leave of absence except as otherwise stated herein. Upon return from such leave, the faculty member's unused sick leave benefit which had been accumulated at the time the leave commenced will be restored to him.

A. PERSONAL ILLNESS

Any faculty member who has been afflicted with extended personal illness will be granted a leave of absence up to one year upon application thereof. Such application must be accompanied by a physician's certificate of recommendation supporting same. Such leave shall be without pay and without increment advancement. This leave shall, upon request, be renewed each year for two (2) additional leaves of one year each. The Board may require at its expense a medical examination as a prerequisite to reinstatement after any such leave.

B. MILITARY

Any faculty member who is inducted or enlists in any branch of the Armed Forces of the United States will be granted a leave without pay. Upon return from such leave, a faculty member shall receive full credit on the salary schedule up to two (2) years provided the faculty member has received an honorable discharge or honorable release of active duty, submits a written request for re-employment within ninety (90) days from the date of discharge and is still qualified and competent to perform teaching duties. It is the responsibility of the faculty member to submit to the Personnel Director the official documents to support the above activity.

C. SELF IMPROVEMENT THROUGH STUDY

A leave of absence without pay for up to one (1) year with renewal privileges will, upon the approval of the Superintendent, be granted for any tenure faculty members who desires to study in his major or minor field or any other field approved by the Superintendent. The faculty member will, provided he was engaged as a full-time participant in such study program and upon return from such leave receive full credit on the Grand Rapids salary schedule for the first year of such leave. The Board has the option to grant additional step or steps or not to grant additional step or steps for any leave extended with the Superintendent' approval.

D. MATERNITY LEAVE

1. The Board shall grant a maternity leave without pay to any tenure female faculty member or for probationary female faculty members who have been approved for tenure status with the Grand Rapids District for one (1) year. The Board may renew such leave annually. The Board agrees to give such faculty member first opportunity to fill the same or a comparable position which she held before going on maternity leave if available.

2. A written clearance by the faculty member's physician stating that she is physically able to resume classroom duties must be submitted prior to the faculty member resuming her position in the Grand Rapids Public Schools.

3. The Board will expect candidates for maternity leave of absence to terminate their services when, in the opinion of her physician, it is undesirable to continue employment. The Dean may request such a statement in writing at the employee's expense.

4. The above maternity leave of absence procedure shall also apply to female faculty members who adopt a child.

5. A faculty member returning from leave complying with the provisions of this section (D) shall be placed on that step of the salary schedule from which she went on leave unless she was employed for at least 50 per cent of her last teaching year, in which case she shall be advanced to the next step.

E. A leave of absence for one (1) instructor, up to one-half time, shall be granted upon application for the purpose of serving as a representative of the Faculty Council.

F. OTHER LEAVES

Other leaves of absence without pay may be granted by the Board.

ARTICLE IX

LEAVES OF ABSENCE WITH PAY

A. STUDY LEAVE

1. All faculty members shall be eligible for one (1) year study leave after completing no less than six (6) years and for each such period of actual professional service in the Grand Rapids School System uninterrupted by anything other than approved leave of absence. Granting of study leaves shall be in accordance with the present rules and regulations pertaining thereto (see Board Policy 4152.1, Sabbatical Leaves, adopted August 3, 1971). The sabbatical committee to evaluate the requests shall include the Dean of College and the appropriate Dean of Instruction. The Board will pay such faculty members one half of the contractual salary which he would ordinarily receive. The following school year the faculty member must return to the Grand Rapids System and render at least two (2) consecutive years of satisfactory service.

2. A one (1) semester study leave may also be granted under the same terms, as in A.1. above, except the obligation to return to the Grand Rapids School System shall be for one (1) year. After a one (1) semester leave, the instructor is eligible for one (1) more semester leave.

3. A one (1) semester study leave may also be granted under the same terms, as in A.1. above, except with full contractual salary and under the following provisions:

a. The total number of leaves granted under this section (A.3) shall not exceed two (2) instructors. Not more than one (1) shall be from a given division.
b. The administration and Faculty Council shall encourage such sabbaticals to be taken during the spring semester.
c. The administration and the Faculty Council shall encourage dissemination of students into remaining regular classes.
d. A leave granted under this section (A.3) shall be counted the same as a leave under Section A.1 in terms of eligibility and obligation.

B. LEAVE FROM DUTY WITH PAY DUE TO ILLNESS OR BEREAVEMENT

1. Every faculty member shall be granted ten (10) working days of leave with pay per school year subject to the limitations provided herein.

2. Leave time (deducted from the faculty member's leave bank) may be used for absence from duty because of personal illness, injury, or on orders of a physician to remain absent due to exposure to disease. In cases subject to the Workmen's Compensation Law, such leave time may be used to supplement Workmen's Compensation so that the total amount paid an employee shall equal, but not exceed, his regular salary for the period of absence from duty.

3. Leave time because of death in the immediate family of a faculty member shall not exceed the remaining portion of the week in which death occurs plus five (5) additional work days.

   a. Death of other relatives shall not exceed five (5) working days.
   b. Death of friends shall not exceed two (2) working days.
   c. Leave time because of the illness or injury of a relative or friend shall be to provide for emergency arrangements and shall not exceed two (2) working days per absence.
   d. Leave time used shall be deducted from the faculty member's leave bank.

4. Unused earned leave time may be cumulative and shall be credited to the faculty member's leave bank. The annual ten (10) day credit shall become effective when the employee reports for duty, as authorized, at the beginning of the school year. Leave days are granted at the rate of ten (10) days per year with unlimited accumulation.

5. Any employee absent because of personal illness, injury, or on orders of a physician to remain absent from duty due to exposure to disease for more than ten (10) working days in any one year may be required by the Superintendent of Schools to provide a medical statement by a reputable physician certifying that the employee was unable to be on duty during such absence. The Superintendent of Schools, at his option, may require approval of any such medical certificate by another physician selected by him.

6. Accumulated sick leave time shall terminate upon severance or suspension of employment except when a leave of absence is granted by the Board of Education.

7. Employees who are absent both before and after a holiday for which pay is granted will not be paid for that holiday except when absence is due to proven illness or injury.

C. Leaves for other purposes with full pay not chargeable against the faculty member's sick leave days shall be granted for the following reasons:

1. Absence when a faculty member is required to serve on a jury Such leave for one week or less shall be with full pay. Such leave for more than one (1) week shall be at full pay for the first week, and after the first week, at the difference between the regular salary and that amount received for such services during the school week.

2. Court appearances when subpoenaed as a witness.

3. Visitation to and/or participation in educational programs or conferences wherein provision for maintenance of assignment can be made by the instructor to the satisfaction of the college administration exception two (2) working days provided for this purpose by the Board and in those instances wherein such leave is by administrative request. Application forms are to be provided by the Board.

4. Attending any function when so requested by the administration.

ARTICLE X

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A grievance is a claim by one or more faculty members or by the Faculty Council that there has been a violation or misapplication of any term of this Agreement or of any rules, order, or regulation of the Board affecting the terms and conditions of employment of Junior College faculty members.

2. Types of Grievance

a. Type A
A claim based upon an event or condition which is not included in this Agreement which affects the welfare or condition of employment may be processed through Level Four (4) but will not be arbitrable.

b. Type B
A claim based upon a violation or improper application of this Agreement may be processed through the Level Five (5) including binding arbitration.

3. If a grievance is to be filed, it must be done at Level One by the aggrieved faculty member or members. If, however, he, she or they desire not to do so, the Council may file that grievance on behalf of such faculty member or members. If any individual grievant desires not to join in signing or processing a grievance, his indentity shall not be disclosed during the processing of the grievance under this Article, nor shall the Board be required to take any action, including the payment of back pay, with respect to any such faculty member who declines to sign or file the grievance.

4. Any grievance filed by the Council shall be filed at Level Three within thirty (30) days after any official of the Council has or reasonably should have had knowledge of the occurrence of the event giving rise to the grievance.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal as may be appropriate at any level of the procedure.

2. Nothing contained herein will be construed as limiting the right of any faculty member having a grievance as defined in A.2.a. of this Article to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Council provided the adjustment is consistent with the terms of this Agreement.

C. PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the instructor within the time limits specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. In the event the administrator fails to take appropriate action within the time limits specified, the grievance is eligible for submission by aggrieved to the next level of the grievance procedure. The time limits specified may, however, be extended by mutual agreement between the aggrieved and appropriate Board representative at the particular level involved. The Council and the Board will jointly design the grievance form. A supply of the forms shall be on file with the Council, the Dean, and the Associate Superintendent of Employee Relations.

Grievances shall be processed as follows:

1. Level One
   a. A faculty member shall within ten (10) working days of having knowledge of a grievance orally discuss the matter with the appropriate

college administrator (such administrator shall be designated by the Dean or his assistant) with the objective of resolving the matter informally. If the aggrieved is not satisfied with the disposition from the oral discussion and he wishes to further pursue the matter, he shall file the grievance in writing to that appropriate administrator named above. The written grievance must be submitted within five (5) working days following date of oral discussion. Copies shall be submitted by the aggrieved to the Dean, the Associate Superintendent of Employee Relations, and the Faculty Council.

b. The appropriate administrator shall within five (5) working days of the filing date submit a written answer to the aggrieved. That administrator shall submit copies of his answer to the Dean, the Associate Superintendent of Employee Relations, and the Faculty Council.

2. Level Two
   a. If the aggrieved is not satisfied with the written disposition of the grievance at Level One, he may within three (3) working days after receipt of the written answer in Level One file written notice thereof to the Dean or his designee stating the reason for dissatisfaction. The aggrieved shall submit a copy of his written notice to the Associate Superintendent of Employee Relations. At this level, the grievance must be co-signed by the aggrieved and the Council.
   b. Within three (3) working days of receipt of such grievance, the Dean or his designee will meet with the aggrieved to discuss the issue. Council representatives may be present and shall be present at the request of either the Dean or the aggrieved. A written answer shall be given within three (3) working days after such meeting. Copies of this answer shall be submitted to the Council and Associate Superintendent of Employee Relations.

3. Level Three
   a. If a satisfactory settlement cannot be concluded in Level Two, the aggrieved may within five (5) working days after receipt of the written answer in Level Two submit written notice of dissatisfaction to the Associate Superintendent of Employee Relations.
   b. Within ten (10) working days of receipt of the written grievance, the Associate Superintendent of Employee Relations shall meet with the Council representative as soon as practicable in an effort to resolve the grievance. The faculty member or members who filed the grievance shall be present at the request of either the Associate Superintendent of Employee Relations or the Council. A written answer shall be given within fifteen (15) working days after receipt of the written grievance. Copies shall be submitted to the Dean, the aggrieved, and the Council.

4. Level Four
   a. If the grievance is not resolved to the satisfaction of the aggrieved, it may within five (5) working days thereafter be transmitted to the Secretary to the Board with a statement of the reasons why it is being appealed. At its next regular meeting, the Board will consider the grievance and may hold a hearing thereon, may designate one or more of its members to hold the hearing, or otherwise investigate

college administrator (such administrator shall be designated by the Dean or his assistant) with the objective of resolving the matter informally. If the aggrieved is not satisfied with the disposition from the oral discussion and he wishes to further pursue the matter, he shall file the grievance in writing to that appropriate administrator named above. The written grievance must be submitted within five (5) working days following date of oral discussion. Copies shall be submitted by the aggrieved to the Dean, the Associate Superintendent of Employee Relations, and the Faculty Council.

b. The appropriate administrator shall within five (5) working days of the filing date submit a written answer to the aggrieved. That administrator shall submit copies of his answer to the Dean, the Associate Superintendent of Employee Relations, and the Faculty Council.

2. Level Two
   a. If the aggrieved is not satisfied with the written disposition of the grievance at Level One, he may within three (3) working days after receipt of the written answer in Level One file written notice thereof to the Dean or his designee stating the reason for dissatisfaction. The aggrieved shall submit a copy of his written notice to the Associate Superintendent of Employee Relations. At this level, the grievance must be co-signed by the aggrieved and the Council.
   b. Within three (3) working days of receipt of such grievance, the Dean or his designee will meet with the aggrieved to discuss the issue. Council representatives may be present and shall be present at the request of either the Dean or the aggrieved. A written answer shall be given within three (3) working days after such meeting. Copies of this answer shall be submitted to the Council and Associate Superintendent of Employee Relations.

3. Level Three
   a. If a satisfactory settlement cannot be concluded in Level Two, the aggrieved may within five (5) working days after receipt of the written answer in Level Two submit written notice of dissatisfaction to the Associate Superintendent of Employee Relations.
   b. Within ten (10) working days of receipt of the written grievance, the Associate Superintendent of Employee Relations shall meet with the Council representative as soon as practicable in an effort to resolve the grievance. The faculty member or members who filed the grievance shall be present at the request of either the Associate Superintendent of Employee Relations or the Council. A written answer shall be given within fifteen (15) working days after receipt of the written grievance. Copies shall be submitted to the Dean, the aggrieved, and the Council.

4. Level Four
   a. If the grievance is not resolved to the satisfaction of the aggrieved, it may within five (5) working days thereafter be transmitted to the Secretary to the Board with a statement of the reasons why it is being appealed. At its next regular meeting, the Board will consider the grievance and may hold a hearing thereon, may designate one or more of its members to hold the hearing, or otherwise investigate

the grievance or prescribe such procedure as it may deem appropriate for consideration of the grievance. The Board or a committee thereof shall make a final decision thereon within fifteen (15) days after that regular meeting.

5. Level Five

a. If the decision of the Board is not satisfactory to the aggrieved and the matter is a grievance as defined in A.2.b., above, the grievance may be submitted to arbitration by written notice given by the Council within fifteen (15) days after receipt of the Board's decision. An impartial arbitrator shall be promptly selected by the parties to decide the matter. If they cannot agree as to the arbitrator, he shall be selected in accordance with the rules and procedures of the American Arbitration Association or the Michigan Employment Relations Commission.

b. The power of the arbitrator shall be limited to the interpretation or application of the express terms of this Agreement, and he shall have no power to alter, add to or subtract from the terms of this Agreement as written. The decision of the arbitrator shall be final and binding on all parties.

c. The fees and expenses of the arbitrator shall be shared equally by the Board and the Council.

D. No grievance or claim shall be processed unless initiated and carried to the next step within the time provided herein or as extended by mutual agreement.

E. The following matters shall not be the basis of any grievance or claim filed under the procedure outlined in this Article:

1. The termination of services or of failure to re-employ any probationary teacher;

2. The placing of a non-tenure teacher on a third year of probation;

3. The Preamble

ARTICLE XI

NO STRIKE CLAUSE

A. During the term of this Agreement neither the Council nor any persons acting in its behalf nor any individual faculty member will cause, authorize or support, or take part in any strike (i.e., the concerted failure to report for duty, or the concerted absence of faculty members from their positions, or concerted stoppage of work or abstinence in whole or in part from the full, faithful, and proper performance of the faculty members' duties of employment).

B. Willful violation of this Article by any teacher or group of teachers will constitute just cause for discharge and/or the imposition of discipline or penalties. Nothing contained herein shall restrict the Board in the exercise of any rights granted to it by law in connection with the violation of any of the provisions of the Article.

C. Violation of any terms, sections, or provisions of this Agreement oy any faculty member or members shall constitute just cause for disciplinary action up to and including discharge.

ARTICLE XII

LAYOFF --- NEW POSITIONS

A. LAYOFF

When for reasons of over staffing, the Board may cause the necessary number of faculty members to be laid off without pay and without benefits under the following procedure:

1. The Board may request and consider voluntary layoffs first.

2. Part-time faculty members shall be the first mandatory layoffs.

3. Mandatory layoffs for full-time faculty members, in addition to the above, shall take place in inverse order of faculty appointments within each subject matter discipline or a divisional plan which is accepted by both the faculty council and the Board.

4. Recall shall be in subject matter discipline but in inverse order of the faculty placed on the mandatory layoff list (full-time faculty) and followed by recalling those faculty members who were placed on the part-time and/or voluntary layoff lists or by implementing a divisional plan which is accepted by both the faculty council and the Board.

5. Such recall shall reinstate all credit and benefits to the faculty member pursuant to the Agreement in effect at such time of recall.

6. No new employee shall be appointed while there are available faculty members on the layoff list who are qualified to fill the vacancy and provided that the recalled faculty member reports to his assignment within fifteen (15) days from the date of recall notification or unless otherwise mutually agreed to by the parties involved.

Summer and Evening School is excluded from the above procedure for faculty layoffs.

B. NEW POSITIONS

The following procedure will be in effect when new position(s) within the bargaining unit are established during the duration of this Agreement:

1. The Board will develop a job description and wage rate for the new position.

2. The job description and wage rate, as developed by the Board, will be explained to the Council representative with the object of obtaining agreement on wages and working conditions. The rate may be installed without agreement subject to adjustment as provided below.

3. When a wage rate for a new position is installed, the faculty member affected may, at any time within ninety (90) days from receipt of the job description and rate, file a Type A grievance alleging that the classification is improperly described and/or that such new rate does not bear a fair wage relationship to the wage rate structure in the same school system. Such grievance shall be adjusted under the grievance procedure of this Agreement. If such grievance is settled at any step of the grievance procedure, the settlement shall be effective as of the date when the employee or employees were assigned to the new position.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

A. Copies of this Agreement shall, at the expense of the Board, be presented to all faculty members.

B. If any provisions of this Agreement or any application of this Agreement is found to be contrary to law, such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

C. The Junior College program shall have first priority in the use of facilities normally assigned to Junior College.

ARTICLE XIV

NEGOTIATIONS PROCEDURE

A. Re-negotiation of this Agreement for the subsequent years shall be commenced no later than June 15, 1974. Such negotiations shall include, but not be limited to, the subjects covered by this Agreement and any other matters mutually agreed to be negotiable by the parties. Any agreement shall be reduced to writing and signed by the Board and the Council.

B. If the negotiations described in this section (A above) have reached an impasse, the procedure described in Act 379 and its amendments of the Michigan Public Acts of 1965 will be followed.

C. This Agreement incorporates the agreement reached by the parties on all agreed issues which were subjects of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

D. Neither the Board nor the Council shall have any control over the selection of the bargaining representatives of the other.

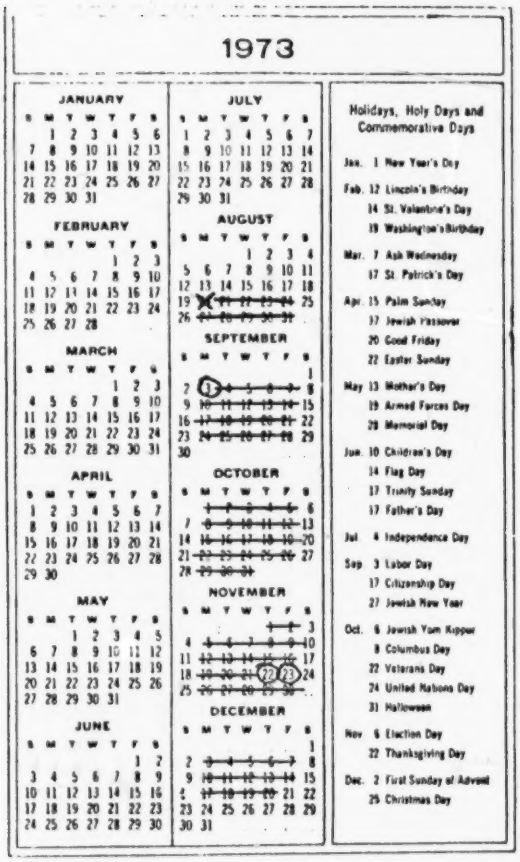
ARTICLE XV

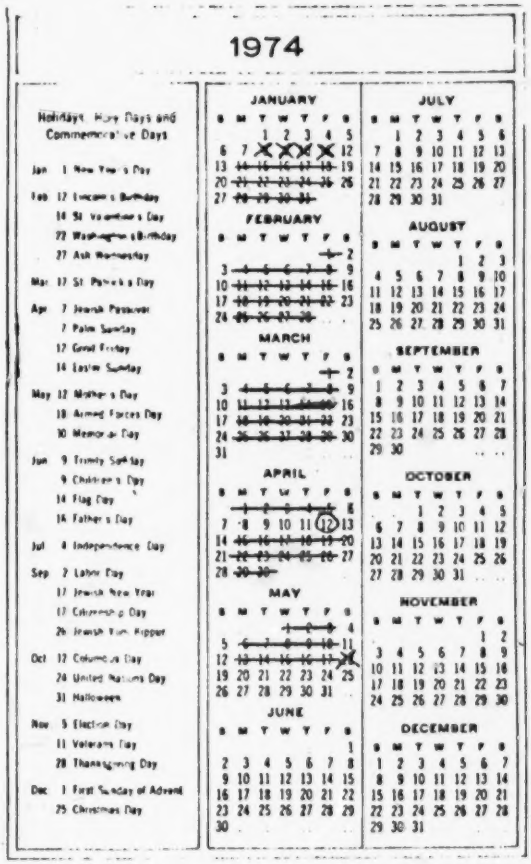
DURATION OF CONTRACT

This Agreement shall be effective as of August 20, 1973, and shall continue in effect until August 19, 1974. The calendar for the 1974-75 school year as set out in Appendix A-1 shall not be subject to further negotiation except by mutual agreement by the parties.

THE BOARD OF EDUCATION OF THE CITY OF GRAND RAPIDS	THE FACULTY COUNCIL OF THE GRAND RAPIDS JUNIOR COLLEGE
BY _____ Its President	BY _____ Its President
BY _____ Secretary to the Board	BY _____ Its Secretary
BY _____ Its Chief Negotiator	BY _____ Its Chief Negotiator

APPENDIX A





CODE

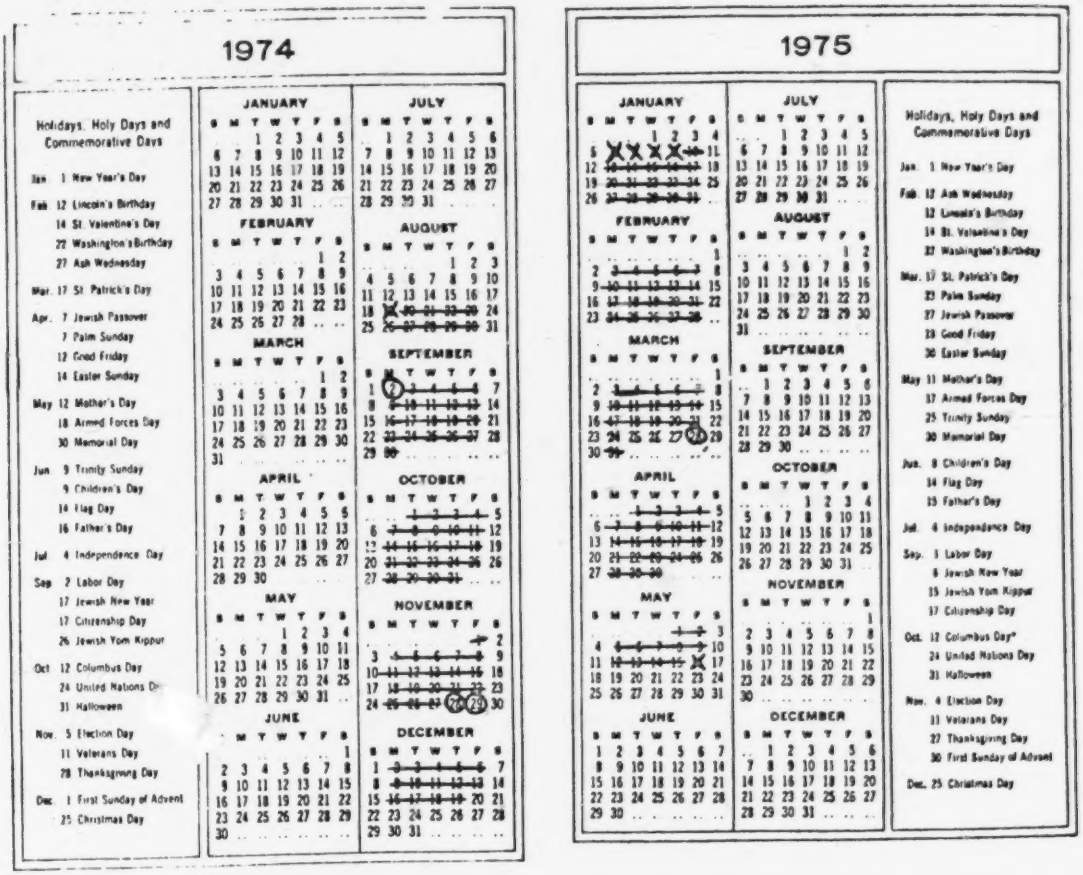
X	Administration days	6
–	Instruction days	170
O	Holidays	4
	Total Days	180

May 18, 1974

9:00 A.M. - 12:00 Noon	Faculty shall be present in his office and/or classroom to provide for student consultation.
12:00 Noon	Luncheon
P.M.	Commencement program (faculty shall attend)

NOTE: If commencement is held on an earlier date, the faculty will be dismissed at the conclusion of the luncheon.

APPENDIX A-1



1974

Holidays, Holy Days and Commemorative Days

Jan. 1 New Year's Day
Feb. 12 Lincoln's Birthday
14 St. Valentine's Day
22 Washington's Birthday
27 Ash Wednesday
Mar. 17 St. Patrick's Day
Apr. 7 Jewish Passover
7 Palm Sunday
12 Good Friday
14 Easter Sunday
May 12 Mother's Day
18 Armed Forces Day
30 Memorial Day
Jun. 9 Trinity Sunday
9 Children's Day
14 Flag Day
16 Father's Day
Jul. 4 Independence Day
Sep. 2 Labor Day
17 Jewish New Year
17 Citizenship Day
26 Jewish Yom Kippur
Oct. 12 Columbus Day
24 United Nations Day
31 Halloween
Nov. 5 Election Day
11 Veterans Day
28 Thanksgiving Day
Dec. 1 First Sunday of Advent
25 Christmas Day

JANUARY

S	M	T	W	T	F	S
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13	14	15	16	17	18	19
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27	28	29	30	31	.	.

FEBRUARY

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17	18	19	20	21	22	23
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APRIL

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MAY

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JUNE

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JULY

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AUGUST

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11	12	13	14	15	16	17
18	X	X	X	X	X	24
25	X	X	X	X	X	31

SEPTEMBER

S	M	T	W	T	F	S
1	O	X	X	X	X	7
8	X	X	X	X	X	14
15	X	X	X	X	X	21
22	X	X	X	X	X	28
29	X	.	.	.	.	.

OCTOBER

S	M	T	W	T	F	S
.	.	X	X	X	X	5
6	X	X	X	X	X	12
13	X	X	X	X	X	19
20	X	X	X	X	X	26
27	X	X	X	X	.	.

NOVEMBER

S	M	T	W	T	F	S
.	.	.	.	X	O	2
3	X	X	X	X	X	9
10	X	X	X	X	X	16
17	X	X	X	X	O	23
24	X	X	X	O	O	30

DECEMBER

S	M	T	W	T	F	S
1	X	X	X	X	X	7
8	X	X	X	X	X	14
15	X	X	X	X	20	21
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29	30	31	.	.	.	.

1975

JANUARY

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12	X	X	X	X	X	18
19	X	X	X	X	X	25
26	X	X	X	X	X	.

FEBRUARY

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23	X	X	X	X	X	.

MARCH

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16	X	X	X	X	X	22
23	X	X	X	O	O	29
30	X	.	.	.	.	.

APRIL

S	M	T	W	T	F	S
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13	X	X	X	X	X	19
20	X	X	X	X	X	26
27	X	X	X	.	.	.

MAY

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JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	.	.	.

Holidays, Holy Days and Commemorative Days

Jan. 1 New Year's Day
Feb. 12 Ash Wednesday
12 Lincoln's Birthday
14 St. Valentine's Day
22 Washington's Birthday
Mar. 17 St. Patrick's Day
23 Palm Sunday
27 Jewish Passover
28 Good Friday
30 Easter Sunday
May 11 Mother's Day
17 Armed Forces Day
25 Trinity Sunday
30 Memorial Day
Jun. 8 Children's Day
14 Flag Day
15 Father's Day
Jul. 4 Independence Day
Sep. 1 Labor Day
6 Jewish New Year
15 Jewish Yom Kippur
17 Citizenship Day
Oct. 12 Columbus Day*
24 United Nations Day
31 Halloween
Nov. 4 Election Day
11 Veterans Day
27 Thanksgiving Day
30 First Sunday of Advent
Dec. 25 Christmas Day

CODE

X	Administration days	6
—	Instruction days	170
O	Holidays	4
	Total Days	180

May 16, 1975 Commencement program (faculty shall attend)

APPENDIX B

1973-74 Salary Schedules

Step	Non-Degree For School Year	B.A. - B.S. Degree For School Year	M.A. Degree For School Year
1	$ 6,620.00	$ 8,845.00	$ 9,672.00
2	6,854.00	9,142.00	9,984.00
3	7,077.00	9,448.00	10,322.00
4	7,348.00	9,818.00	10,738.00
5	7,618.00	10,176.00	11,159.00
6	7,961.00	10,629.00	11,606.00
7	8,330.00	11,107.00	12,064.00
8	8,694.00	11,606.00	12,568.00
9	9,142.00	12,116.00	13,239.00
10	9,589.00	12,761.00	13,858.00
11	10,088.00	13,406.00	14,643.00
12	10,572.00	14,082.00	15,850.00

	Non-Degree For 44 Weeks	B.A. - B.S. Degree For 44 Weeks	M.A. Degree For 44 Weeks
1	$ 7,679.00	$10,260.00	$11,220.00
2	7,951.00	10,605.00	11,581.00
3	8,209.00	10,960.00	11,974.00
4	8,524.00	11,389.00	12,456.00
5	8,837.00	11,804.00	12,944.00
6	9,235.00	12,330.00	13,463.00
7	9,663.00	12,884.00	13,994.00
8	10,085.00	13,463.00	14,579.00
9	10,605.00	14,055.00	15,357.00
10	11,123.00	14,803.00	16,075.00
11	11,702.00	15,551.00	16,986.00
12	12,264.00	16,335.00	18,276.00

1. For the 1973-74 contract year, a sum of $201.00 for those on a non-degree schedule, $268.00 for those on the BA schedule, and $293.00 for those on a MA schedule or higher will be added for hours of overload per hour beyond the assigned normal load. If a faculty member's load is below the required assignment to fulfill the normal load, they will have the above amounts deducted for each hour below the normal assignment.

2. Rate of Pay for Weeks Worked Beyond Regular School Year

   Any teacher requested by the administration to work, in their regular assignment, before the school year or during school year vacation periods or beyond the school year shall be compensated at the rate of two (2) per cent of their regular school year salary per one (1) full week (5 days) of work.

APPENDIX B-1
1973-74

Effective August 20, 1973

1. Additional remuneration for advanced training beyond a Master Degree will be as follows:

a.	M.A. + 10	=	$ 150.00
b.	M.A. + 20	=	300.00
c.	M.A. + 30	=	400.00
d.	Specialist	=	500.00
e.	Ph.D	=	1,000.00

2. Non-credit Product Service School and non-credit National Science Foundation and National Defense Education Act seminars and workshops will be recognized for M.A. + 10, M.A. + 20, or M.A. + 30 under the following conditions:

   a. Request must be made in writing on the form provided by the Board at least ten (10) days prior to the commencement of the course. Such request must include the course name, description, date, and the name of the source of training offering the course.
   b. Such courses or workshops must be equivalent to college credit courses.
   c. The courses must be related to the instructor's regular Junior College assignment. The administration's judgment of this condition is final and binding and is not subject to the grievance procedure.
   d. Approval or disapproval shall be submitted to the instructor in writing.
   e. Guidelines to determine amount of credit was resolved by a joint committee of the negotiation teams on October 1, 1969.

3. Summer school and evening school remuneration shall be $268.00 ($8,845.00 divided by 33) for B.A. degree and below, and $293.00 ($9,672 divided by 33) for M.A. degree and above.

APPENDIX C Effective August 20, 1973

A. Remuneration for extra-curricular and coaching assignments and for service rendered will be the percentage as indicated below of $8,845.00.

Assignment	1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
Coaching of Forensics and/or Drama	2%	3%	4%	5%	6%
Coaching of Debate	6%	7%	8%	9%	10%
Collegiate Sponsor	6%	7%	8%	9%	10%
Display Sponsor	3%	4%	5%	6%	7%
*Instrumental Music Dir.	6 or 9%	7 or 10%	8 or 11%	9 or 12%	10 or 13%
*Vocal Music Director	6 or 9%	7 or 10%	8 or 11%	9 or 12%	10 or 13%
Head Football	17%	18%	19%	20%	21%
Assistant Football	10%	11%	12%	13%	14%
Head Basketball	17%	18%	19%	20%	21%
Assistant Basketball	10%	11%	12%	13%	14%
Wrestling	11%	12%	13%	14%	15%
Baseball	11%	12%	13%	14%	15%
Track	11%	12%	13%	14%	15%
Swimming	11%	12%	13%	14%	15%
Golf	9%	10%	11%	12%	13%
Tennis	9%	10%	11%	12%	13%
Cross Country	9%	10%	11%	12%	13%
Equipment Manager	6%				
Eligibility & Ticket Mgr.	6%				

*Instrumental and Vocal Music positions to carry 9, 10, 11, 12, 13% schedule with the stipulation that if two persons are carrying out the responsibilities that the compensation be split 2/3 and 1/3. If the positions have but one person, then the compensation be at the lesser amount as indicated.

B. ATHLETIC MANAGEMENT

1. A total of 22% of the B.A. base salary shall be paid for athletic management at Junior College. If the director also is assigned as a coach, the total shall be divided between the director and the assistant director (Director - 65%. Assistant Director and/or Directors - 35%). If the director does not coach, it will not be mandatory to appoint an assistant director; and the total amount will be paid to the director.

2. Remuneration for women's extramural activities shall be $2,000.00 per year. These activities shall consist of volleyball, basketball, field hockey, and softball. The Dean, in consultation with the Athletic Director, shall determine the allocation of said monies. Upon the establishment of a sport and the approval of the Board, a salary ratio of 6-10% shall be applied to the coaching of that sport.

Appendix C (cont'd)

C. DIVISIONAL CHAIRMAN

1. Each divisional chairman shall work the equivalent of five (5) additional days assigned at the discretion of the Dean.

2. Remuneration for each divisional chairman shall be $1,575.00 per year above his contract salary.

3. Divisional chairman shall be assigned a 24 credit/contact hour teaching load per year or its equivalent.

Memorandum of Understanding
Between the Board and the Council

August 20, 1973

A. Evening College and Summer College

1. Teaching assignments for Evening College and Summer College sessions shall be offered to qualified personnel with such assignment based on classification of personnel as below and according to other applicable procedures within this contractual agreement.

Class 1:	Qualified Junior College faculty members who need additional class assignments to complete teaching load
Class 2:	Qualified full-time Junior College faculty members
Class 3:	Qualified part-time Junior College faculty members
Class 4:	Other qualified personnel

"Faculty members" as indicated in 1, 2, 3 above shall mean that person whose qualifications include study in the subject area related to possible assignment (no time limitation) and experience within the immediate past five (5) years in teaching in the subject area in the day college. Other qualified personnel (Class 4) may qualify on the basis of either previous study or related work experience.

2. Teaching assignments in the Evening College and the Summer College, which includes the Summer College Evening College, will be offered to personnel in the order indicated in Section A. 1. First seniority for evening class assignment shall be as follows: regular Junior College faculty with a load less than 30-32 contact hours. In the event full-time faculty members are given additional class assignments in the evening division to complete a normal day teaching load (Section B, Article VI), the Board shall agree to pay overload where such assignment exceeds the normal load. Conversely, where it is not possible to provide additional class assignments to complete a normal teaching load, the faculty member's salary shall be deducted accordingly. Such overload payment or pro-rata reduction shall be made on an annual basis at the established Evening College rate per hour. Following Class 1 assignments, Class 2 personnel will be offered assignments available up to four (4) contact hours or one subject assignment per semester available in the subject in which the Class 2 personnel is qualified to teach as in A.1. above. Any faculty member adjudged eligible for payment for two (2) or more hours of overload in the Day Division shall waive his/her eligibility for assignment to the Evening Division under the seniority system until all other members eligible for such an assignment have accepted or rejected same. Additional assignments may be offered and accepted as applicable. Teaching load for Class 2 personnel shall be equalized as far as practicable.

3. Class 3 personnel may be offered such teaching assignment as may be available after Class 2 personnel have accepted or rejected the assignment. Addi-

tional assignments may be offered and accepted as applicable.

4. Class 4 personnel may be offered such teaching assignment as may be available after Class 3 personnel have accepted or rejected the assignment. Additional assignments may be offered and accepted as applicable.

   Assignment of any class personnel must be on tentative basis with recommendation that such personnel be placed on the Board of Education payroll after assigned class has definitely formed.

5. A list shall be issued by the appropriate administrator indicating the actual classes formed each semester and summer session, and the assignment of personnel to each. These lists shall be issued to the Faculty Council on the first Monday of October and the first Monday of March for the Evening College program and the first Monday of July for the Summer College program.

6. In the event there are two Class 2 faculty members or more than two Class 2 faculty members who wish the maximum assignment to classes, that person with the longest satisfactory service and who meets the qualifications in A.1. will be offered the assignment. Seniority begins from the individual's most recent appointment date to full-time service at the college.

7. The term "Summer College" shall mean day Summer College and Evening Summer College classes. Class 2 personnel who are qualified and apply for both summer day and evening assignments will be offered up to four (4) contact hours or one subject assignment if the subject they wish to teach, and are qualified to teach, is being offered. Additional teaching assignment may be offered and accepted in accordance with A.2. and A.3. above. The most senior instructor will have preference as to a day or evening summer assignment if both are available. Instructors will indicate to the appropriate administrator their preference as to day or evening assignment and the course they are qualified to teach.

8. Summer and Evening College faculty shall keep office hours for consultation and advisement of students as appropriate to course requirements and as related to student needs.

9. Instructors who teach in the Evening College or in the Summer College may be evaluated by means determined by mutual agreement between the appropriate administrator and the Faculty Council or its representative.

10. A teaching assignment in the Evening College and/or Summer College may be terminated and further teacher assignments for which the faculty member is eligible on the basis of seniority be withheld for the following reasons:

    a. Allowing unauthorized persons to attend class for more than one (1) week from the date or the first class.
    b. Failure to turn in grades on time.
    c. Failure to meet classes at the time scheduled and for the length of time stated in official college publication.

d. Unsatisfactory evaluation - what constitutes same to be mutually determined by the appropriate administrator and the Faculty Council or its representative.

e. Acceptance or rejection of assignment shall be made at the time assignment is tendered. If the faculty member rejects such assignment, assignment shall be offered to other qualified personnel. Failure to complete commitment after acceptance shall be sufficient basis for withholding the next assignment for which length of satisfactory service within the appropriate program might qualify the person.

f. These conditions above are subject to the following exceptions:

1) The faculty member must receive one written warning from the appropriate administrator. This written warning shall be in effect for two (2) years from the date as indicated in the body of the letter.
2) Mutual consent as to justification for a, b, c, or d above is reached by the faculty member and the appropriate administrator.

11. Personnel following appointment to the Grand Rapids Junior College and engaged in pursuit of study in subject matter at institutes, etc. which makes them unavailable for teaching assignment during that period of study shall be credited with such time of study in determining length of satisfactory service.

12. Personnel following appointment to the Grand Rapids Junior College and required to attend or participate in military service obligations, other than weekly or monthly drill sessions because of membership in the Reserve Units, shall be credited that time of service toward determination of length of satisfactory service.

13. Personnel who are unable to accept or complete assignment in Evening College or summer session because of illness or other justifiable reason may request a leave without pay and, by mutual agreement between such personnel and the appropriate administrator, may be granted such leave.

14. Sick leave benefits for full-time Junior College faculty members employed as Evening College instructors or in summer school shall be provided at the rate of one evening for each evening per week taught per semester and three days per summer day session with sick leave deduction to be made from the regular accumulated sick leave. Provided that if the instructor so desires, he or she may upon making up the missed session be credited with the day or days previously deducted. Also, such sick leave provisions shall be effective only if notification is made to the proper administrative office at least two (2) hours prior to the absence in the case of an evening assignment and one (1) hour in the case of a summer day assignment. Part-time Junior College faculty or non Junior College personnel employed as instructors in the Junior College evening or summer session shall be provided leave of one evening per semester or one day per summer

session (not cummulative) for illness or death as indicated in the Master Agreement. Procedures to implement such leave shall be those in effect for regular full-time Junior College Faculty.

15. Persons on leave from day school assignment to attend professional conferences outside the city shall be granted one absence per semester with pay in the Evening College program. The appropriate administrator shall be notified by the instructor of the date of leave.

16. Short courses or other unique courses for college credit developed by the administration, the faculty, or by joint administrative-faculty action, will be submitted to the Instructional Council and the appropriate administrator for their recommendation. The Superintendent of Schools or his designee shall indicate final approval or disapproval, and his decision shall be binding

17. Evening and Summer College registration, including selection and employment of personnel in non-teaching assignments, will be the responsibility of the appropriate administrator. Any instructor who is employed in registration shall receive $8.00 per hour. Any instructor employed as a counselor shall receive $10.50 per hour.

B. Travel Expenses

1973-74 and 1974-75

Expenses incurred for each faculty member who has received an official leave to attend professional meetings or conferences during these contract years shall have $150 for the two year period (1973-74 and 1974-75) except that divisional chairman will be credited with $200 for the two year period. The faculty member will be paid actual travel expenses incurred or an amount totaling 12¢ per mile driven to and from his destination. For a conference necessitating a faculty member being away over night, the faculty member would receive a per diem allotment up to $22. This would cover lodging, meals, and miscellaneous expenses. Claims for such reimbursement shall be made within 30 days from the time of expenditure. Reimbursement is on the basis of invoices or receipts for room and meals. For a conference leave granted for one day, a per diem allotment would be up to $8.00. In addition to the above, if there is an "official banquet" which is at the conference, the faculty member would receive reimbursement for this banquet in excess of the $22 or $8 allotted above. Registration fees for a conference would also be granted provided this fee does not include the cost of meals, lodging or other expenses covered above.

Chairman, Faculty Council

Associate Superintendent of Employee Relations